

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

MARQUES ENNETT)	
Plaintiff,)	
)	
v.)	Case No. 4:24-cv-784
)	
COLUMBIA DEBT RECOVERY LLC,)	
D/B/A GENESIS)	
Defendant.)	
)	

COMPLAINT AND DEMAND FOR JURY TRIAL

I. INTRODUCTION

1. This is an action for actual and statutory damages brought by Plaintiff, Marques Ennett, an individual consumer, against Defendant, Columbia Debt Recovery LLC doing business as Genesis, for violations of the Fair Debt Collection Practices Act, 15 U.S.C § 1692 *et seq.* (hereinafter “FDCPA”), which prohibits debt collectors from engaging in abusive, deceptive, and unfair debt collection practices.

II. JURISDICTION AND VENUE

2. Jurisdiction of this court arises under 15 U.S.C § 1692k(d) and 28 U.S.C § 1331.
3. Venue in this District is proper in that the Defendant transacts business in Arlington, Tarrant County, Texas, and the conduct complained of occurred in Arlington, Texas.

III. PARTIES

4. Plaintiff is a natural person residing in Arlington, Texas.

5. Plaintiff is a consumer as defined by the Fair Debt Collection Practices Act, 15 U.S.C. §1692a(3).
6. Upon information and belief, Defendant is a Washington limited liability company with its registered agent for service of process as follows: Corporation Service Company, 300 Deschutes Way SW, Suite 208 MC-CSC1, Tumwater, WA 98501.
7. The alleged debt at issue arises from a transaction entered into primarily for personal, family or household purposes and is therefore a “debt” as defined by the FDCPA, 15 USC § 1692a(5).
8. Defendant regularly attempts to collect consumers’ debts alleged to be due to another.
9. Defendant is engaged in the collection of debt from consumers using the mail and telephone.
10. Defendant is a “debt collector” as defined by the FDCPA, 15 U.S.C § 1692a(6).

IV. FACTS OF THE COMPLAINT

11. On or about February 28, 2024, Plaintiff received a short message service or SMS (also known as “text message”) from Defendant attempting to collect an alleged debt owed to The Gabriella.
12. On March 21, 2024, Plaintiff sent a response message back via text message stating “I am not going to render a payment for this debt or any debt you claim I owe,” which explicitly informed Defendant of Plaintiff’s refusal to pay pursuant to 15 U.S.C. § 1692c(c).

13. On or about May 28, 2024 Plaintiff received additional text message communication from Defendant attempting to collect the alleged debt as follows: “Hello MARQUES JAME, your account may qualify for a monthly payment plan starting as low as \$99.99! Please contact Genesis at (855) 204-7842 or visit www.genesiscred.com regarding your balance with THE GABRIELLA. This communication is an attempt to collect a debt by a debt collector. To opt out text STOP” in violation of 15 U.S.C. § 1692c(c)..
14. Plaintiff has suffered actual damages as a result of the illegal debt collection communications by Defendant in the form of intrusion upon seclusion, invasion of privacy, emotional distress, anger, anxiety, decreased ability to focus on tasks and frustration, amongst other negative emotions.

**V. FIRST CLAIM FOR RELIEF
15 U.S.C. §1692c(c)**

15. Plaintiff re-alleges and reincorporates all previous paragraphs as if fully set out herein.
16. Defendant’s debt collection efforts violated the FDCPA, particularly §1692c(c) states:
 - (a) If a consumer notifies a debt collector in writing that the consumer refuses to pay a debt or that the consumer wishes the debt collector to cease further communication with the consumer, the debt collector shall not communicate further with the consumer with respect to such debt, except-
 - (1) to advise the consumer that the debt collector’s further efforts are being terminated;
 - (2) to notify the consumer that the debt collector or creditor may invoke specified remedies which are ordinarily invoked by such debt collector or creditor; or

(3) where applicable, to notify the consumer that the debt collector or creditor intends to invoke a specified remedy.

If such notice from the consumer is made by mail, notification shall be complete upon receipt.

17. Defendant's acts were done with intentional, willful, reckless, wanton and negligent disregard for Plaintiff's rights under the law and with the purpose of coercing Plaintiff to pay an alleged debt.
18. As a result of the above violations of the FDCPA, the Defendant is liable to Plaintiff for actual damages, statutory damages and costs.

VI. JURY DEMAND AND PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully demands a jury trial and requests that judgment be entered in favor of Plaintiff and against Defendant for:

- A. Judgment for the violations occurred for violating the FDCPA;
- B. Actual damages pursuant to 15 U.S.C § 1692k(a)(1);
- C. Statutory damages pursuant to 15 U.S.C § 1692k(a)(2);
- D. Costs and reasonable attorney fees pursuant to 15 U.S.C § 1692k(a)(3);
- E. For such other and further relief as the Court may deem just and proper.

Respectfully submitted,

Dated: August 15, 2024

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